

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
	:	
In re	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**NOTICE OF PARTIAL TRANSFER OF CLAIM
OTHER THAN FOR SECURITY PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: Morgan Stanley & Co. International PLC ("Transferor")
c/o Morgan Stanley, Fixed Income
20 Bank Street, Canary Wharf, Floor 02
London E14 4AD
Attn: Brian Cripps, Executive Director
2. Please take notice that \$3,059,355.78 of your claim against Lehman Brothers Holdings Inc., identified by ISIN XS0270684565 and arising from and relating to Proof of Claim No. 49617 (attached as Exhibit A hereto), has been transferred to:

Silver Point Capital Offshore Master Fund, L.P. ("Transferee")
c/o Silver Point Capital, L.P.
Two Greenwich Plaza, First Floor
Greenwich, CT 06830
Attn: Elissia Greenberg

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the above address, with a copy to:

Davis Polk & Wardwell LLP ("Davis Polk")
450 Lexington Avenue
New York, NY 10017-3904
Fax: 212-701-5800
Attn: Xin Yu

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF MAILING OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of the Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

-- **SEND YOUR OBJECTION TO THE TRANSFEREE WITH A COPY TO DAVIS POLK.**

-- Refer to **INTERNAL CONTROL NO. XS0270684565** in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING FOR THE TRANSFERRED PORTION OF THE CLAIM.**

CLERK

FOR CLERK'S OFFICE USE ONLY:


This notice was mailed to the Transferor, by first class mail, postage prepaid on _____, 2010.

INTERNAL CONTROL NO. XS0270684565

Copy: (check) Claims Agent___ Transferee___ Debtors' Attorney___

Clerk of the Court

EXHIBIT A

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000049617  THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Raiffeisen Zentralbank Österreich AG Att. Legal & Compliance Am Stadtpark 9 A-1030 Vienna AUSRIA Telephone number: +43171707-1160 or ext. 1170 Email Address: ulrike.toscani@rzb.at , werner.moerth@rzb.at		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>311,569,848.97</u> (Required) see Annex A</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>see Annex A</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>see Annex A</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>see Annex A</u> (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 27 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 23 Oct 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			


Werner Moerth

Ulrike Toscani

Kurz-
Brief



Datum 23 Oct 2009 Sachbearbeiter/DW Ulrike Tbsani,
ext. 1160

U bitte um

VIA COURIER

Epig Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, New York 10017
UNITED STATES

Mit freundlichen Grüßen

Raiffeisen Zentralbank Österreich AG A 1030 Wien • Am Stadtpark 9 • Telefon +43 1 71707 0 • Fax +43 1 71707 1715 • Internet <http://www.rzb.at>
Postanschrift A-1011 Wien • Postfach 50 • Telex 136989 • Sitz der Gesellschaft in Wien • Registriert unter FN 588821 beim Handelsgericht
Wien • UID ATU 13349308 • DVR 0030961 • Swift Code RZBA AT WW • Bankleitzahl (BLZ) 31000 • Mitglied der Unico Bankengruppe

Annex A
Lehman Programs Securities Proof of Claim Raiffeisen Zentralbank Österreich AG

Issuer	Description	ISIN	CURR	Nominal Amount	Interest	Blocking No.	Account No.	Nominal Amount USD	EZB Exchange Rate	Interest Amount USD	Total Claim USD
Lehman Brothers Holdings Inc ("LBHI")	EUR 1,500,000,000 Floating Rate Notes Series 7155 USD 60,000,000,000 Euro Medium Term Note Program	XS0300055547	EUR	45,000,000.00	237,060.00	CA28226	11395	63,679,500.00	1.4151	335,463.61	64,014,963.61
LBHI	EUR 1,500,000,000 Floating Rate Notes due May 2012 Series 7165										
LBHI	U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0300055547	EUR	10,000,000.00	51,216.67	CA28284	12467	14,151,000.00	1.4151	72,476.71	14,223,476.71
LBHI	EUR 1,750,000,000 5.375 per cent. Notes due October 2012 Series 8595										
LBHI	U.S.\$100,000,000,000 Euro Medium-Term Note Program	XS0326006540	EUR	20,000,000.00	981,010.93	CA27742	11395	28,302,000.00	1.4151	1,388,226.57	29,690,226.57
LBHI	EUR 1,750,000,000 5.375 per cent. Notes due October 2012 Series 8595										
LBHI	U.S.\$100,000,000,000 Euro Medium-Term Note Program	XS0326006540	EUR	24,900,000.00	1,177,213.11	CA27744	11395	35,235,990.00	1.4151	1,665,874.27	36,901,864.27
LBHI	EUR 500,000,000 Floating Rate Notes due 2012 consolidated with the EUR 500,000,000 Floating Rate Notes due 2012 issued on 20 July 2005, the EUR 300,000,000 Floating Rate Notes due 2012 issued on 31 August 2005, the EUR 700,000,000 Floating Rate Notes due 2012 issued on 30 March 2006, under the U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0224346592	EUR	17,000,000.00	140,182.00	CA27798	11395	24,056,700.00	1.4151	198,371.55	24,255,071.55
LBHI	EUR30,000,000 4.75 per cent. Notes due 2014 consolidated EUR 750,000,000 4.75 per cent. Notes due 2014 issued January 2004 and the issue of EUR 250,000,000 4.75 per cent. Notes due 2014 issued September 2004 and the issue of EUR 50,000,000 4.75 per cent. Notes due 2014 issued May 2007. Series 1937 under the U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0183944643	EUR	3,100,000.00	97,764.34	CA27789	11395	4,386,810.00	1.4151	138,346.32	4,525,156.32

LBHI	EUR 650,000,000 Floating Rate Notes due November 2009 Series 2417 U.S. \$25,000,000,000 Euro Medium-Term Note Program	XS0205185456	EUR	5,000,000.00	25,814.72	CA27782	11395	7,075,500.00	1,4151	37,945.51	7,113,445.51
LBHI	EUR 650,000,000 Floating Rate Notes due November 2009 Series 2417 U.S. \$25,000,000,000 Euro Medium-Term Note Program	XS0205185456	EUR	2,963,000.00	15031.46	CA27787	12467	4,192,941.30	1,4151	21,271.02	4,214,212.32
										Total USD Claim	184,938,418.86

2

Issuer	Description	ISIN	Curr	Nominal Amount	Fixed Interest	Variable Interest	Blocking No.	RZB Account No.	Nominal Amount USD	EBZ Exchange Rate	Fixed Interest USD	Variable Interest USD	Total Claim USD
Lehman Brothers Treasury Co. B.V. (LBT)	GBP 250,000,000 Floating Rate Notes due June 2009 U.S. \$45,000,000,000 Euro Medium-Term Note Program	XS0251195847	GBP	13,750,000,000	30,807.74		CA26241	12467	24,560,838.84	0.79395	24,459.81		24,585,298.65
LBT	EUR 15,000,000 Notes consolidated with EUR 30,000,000 Equity Linked Notes due March 2013 relating to a Basket of Shares Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$45,000,000,000 Euro Medium-Term Note Retail Program	XS0243853453	EUR	27,700,000,000	109,693.96	1,011,050.00	CA26769	12467	39,198,270.00	1.4151	155,227.82	1,430,736.86	40,784,234.78
LBT	EUR 3,000,000 3.35% Index Linked Notes due October 2016 due October 2016 relating to a Basket of 3 Indices Guaranteed by Lehman Brothers Holdings Inc.	XS0269696704	EUR	3,000,000,000	95,611.16	171,000.00	CA26780	12467	4,245,300.00	1.4151	135,299.35	241,982.10	4,622,581.45
LBT	EUR 10,000,000 Index/Two Notes Linked to a Basket of Indices Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	XS0280164921	EUR	10,000,000,000	73,706.91	175,000.00	CA26800	12467	14,151,000.00	1.4151	104,302.65	247,642.50	14,502,945.15
LBT	EUR 1,350,000 Equity Linked Notes due January 2017 relating to a Basket of Shares Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	XS0270685968	EUR	1,350,000,000	18,404.30	93,825.00	CA26813	12467	1,910,385.00	1.4151	26,043.93	132,771.76	2,069,200.69
LBT	Issue of EUR 5,500,000 Equity Linked Notes due January 2017 relating to a Basket of Shares Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000	XS0270686859	EUR	5,500,000,000	32,068.40	198,000.00	CA26790	12467	7,783,050.00	1.4151	45,380.00	280,189.80	8,108,619.80

Pg 13 of 13

LB1	EUR 20,000,000 Equity Linked Notes due February 2017 relating to a Basket of Shares Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	X50270683161	EUR	18,800,000.00	84,471.23	611,000.00	CA26792	12467	26,603,880.00	1,4151	119,535.24	864,636.10	27,568,041.34
LB1	EUR 2,900,000 Equity Linked Notes due February 2017 relating to a Basket of Shares Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	X50270684565	EUR	2,900,000.00	13,030.14	175,450.00	CA26830	12467	4,103,790.00	1,4151	18,438.95	248,279.30	4,370,508.25
											Total USD Claim	126,631,430.11	
											Aggregate Total USD Claim	311,569,848.97	

15

EXHIBIT B

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Morgan Stanley & Co. International plc ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Silver Point Capital Offshore Master Fund, L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 49617 filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim. (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller

hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of October 2010.

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: BSC
Name:
Title:

BRIAN
Authorized Signatory
25, Cabot Square
Canary Wharf
London E14 4QA
E-mail: Indistressed@morganstanley.com

SILVER POINT CAPITAL OFFSHORE MASTER
FUND, L.P.

By: David F. Steinmetz
Name: **David F. Steinmetz**
Title: **Authorized Signatory**

Silver Point Capital, L.P.
2 Greenwich Plaza
Greenwich, CT 06830

Schedule I

Transferred Claims

Purchased Claim

70% of XS0270684565 = USD 3,059,355.78 of USD 4,370,508.25 (the outstanding amount of XS0270684565 as described in the Proof of Claim as of October 12, 2010)

Original claim amount USD 311,569,848.97 – proof of claim number 49617

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon fixed	Coupon variable	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
EUR 2,900,000 Equity Linked Notes due February 2017 relating to a Basket of Shares Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	XS0270684565	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc	EUR 2,900,000.00	0.8%	n/a	February 28, 2017	USD 4,370,508.25

Schedule I-1